

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT is entered into 17 February, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State") and the CITY OF SEDONA, acting by and through its MAYOR and CITY COUNCIL (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of new traffic signal emergency vehicle preemption equipment at intersections of SR-89A in the City

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:
=====

NO. 23838
Filed with the Secretary of State
Date Filed: 02/17/2000

Petrey Gayles
Secretary of State

By Nicky J. Greenwald

II. SCOPE

1 The City will:

a. Notify the State of SR-89A intersections planned for emergency vehicle preemption equipment installation, and obtain the necessary permits for same. Provide and install the equipment at intersections of city streets and SR-89A, all at City expense.

b. Provide the State maintenance personnel equipment manufacturer certified training in all applicable aspects of the installation, operation and maintenance of the preemption systems. Provide the State all required systems testing equipment, bench stock parts, and one signal emitter for testing the systems, all at no cost to the State.

c. Upon completion, approve and accept the systems installation on behalf of the parties hereto.

2. The State will:

Upon completion and acceptance of the signal preemption installations by the City, and upon the satisfactory training of State maintenance personnel, and the State's receipt of bench stock parts and the signal test emitter, provide maintenance to the preemption systems.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until canceled by either party or other competent authority, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Sedona
City Manager
102 Roadrunner Drive
Sedona, AZ 86336

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SEDONA

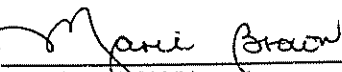
STATE OF ARIZONA

Department of Transportation

By 
ALAN EVERETT
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

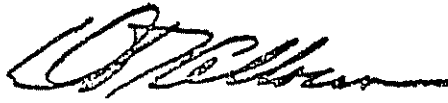
ATTEST

By 
MARIE BROWN
City Clerk

RESOLUTION

BE IT RESOLVED on this 19th day of December 1999, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sedona for the purpose of defining responsibilities for the design, construction and maintenance of traffic signal preemption equipment on State Routes 89A in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION NO. 2000 - 04

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION CONCERNING INSTALLATION OF TRAFFIC SIGNAL PREEMPTION EQUIPMENT ON SR-89A, AND PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS:


It is to the mutual advantage of the State and the City to install traffic signal preemption equipment at certain intersections on SR-89A in order to facilitate the responsiveness of police and fire services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

The City of Sedona, through its Mayor and Council, hereby approves the Intergovernmental Agreement with the Arizona Department of Transportation for the installation of traffic signal preemption equipment which concerns the aforesaid improvements

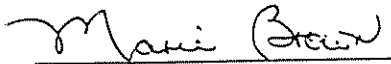
The Mayor is authorized to execute said agreement on behalf of the City of Sedona, Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 25 day of January, 2000.




Alan Everett, Mayor

ATTEST:



Marie Brown, City Clerk

APPROVED AS TO FORM:




City Attorney

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 25 day of JANUARY, 2000.


City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-2929TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 8, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/610657

Enc.